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6 UNITED STATES DISTRICT COURT
7 FOR THE DISTRICT OF OREGON

DENISE and KENNETH COOK,

Plaintiffs,

v.

BENEFICIAL OREGON INC., a Delaware
Corporation;

SHAPIRO & SUTHERLAND, LLC, a
Washington State LLC;

Defendants.

Case No. 10-CV-3121-PA

PLAINTIFFS VERIFIED RESPONSE TO
DEFENDANT BENEFICIAL'S JOHNSTON
DECLARATION.

8 Plaintiffs Denise and Kenneth Cook respectfully submit this response to defendant Beneficial's
9 Declaration of Phyllis Johnston (dkt #29).

10 I. INTRODUCTION

11 1. Plaintiffs primary contention is that defendants were not holder in due course of the
12 security instrument (promissory note) in July, 2010 (at which time defendants started a foreclosure
13 process) for the property commonly known as 300 Newt Gulch Rd., Wilderville OR (NG Property).

14 2. Defendant Beneficial has failed to comply with this courts order (dkt #22, pg 2) :

15 "Within 10 days, defendant shall submit a chain of title for the
16 Promissory Note and Deed of Trust at issue. This chain of title should
17 include all transfers/assignments/etc of any interest, including the
18 beneficial interest, in the note and the deed. Defendant shall also submit
19 information regarding the present location of the original note.

20 **Defendant shall obtain possession of the original note and produce it**
21 **upon the courts request."**

22 **II. ANSWER**

23 1. Without knowledge.

24 2. Denied. Plaintiffs 1st Amended Complaint (dkt #19) correctly lists defendant Beneficial.

25 3. Pursuant to LR 56-1(b), Objection: Relevance. Not material to case.

26 4. Objection: Relevance. Not material to case.

27 5. Denied. At no time have plaintiffs claimed their loan is a HELOC.

28 6. Objection: Relevance. Not material to case.

29 7. Denied. Defendants have not shown they were holder in due course of promissory note
30 and have failed to comply with this courts order (dkt #22, p2).

31 8. Denied. Defendants have not shown they were holder in due course of promissory note
32 and have failed to comply with this courts order (dkt #22, p2).

33 9. Denied. Plaintiffs don't believe there was any public sale, Exhibit 19 (plaintiff Kenneth
34 Cook affidavit). In addition, the seller and buyer were one and the same party-defendant Beneficial
35 (dkt #13-3, pg 3 ¶ 2).

36 Submitted this 23 day of march, 2011.

37 Denise Cook

38 Denise Cook.

Kenneth Cook
Kenneth Cook.